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**ORIGINAL**

**OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION**

April 5, 2000

Ms. Donna Caton, Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794-9280

Re: Request for Approval No. 00-0166

Dear Ms. Caton,

Pursuant to the order entered by the Commission on March 29, 2000 in the above-referenced matter, enclosed please find for filing with the Commission an original and three copies of the Merger Amendments to the Negotiated Interconnection Agreement between DSLnet Communications, LLC and Ameritech Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Manager-Regulatory Affairs

Enclosures

ILLINOIS  
COMMERCE COMMISSION  
APR 5 1 37 PM '00  
CHIEF CLERK'S OFFICE

**MERGER AMENDMENT TO THE  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Merger Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of November 30, 1999 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc. with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Illinois, ("**Ameritech**") and DSLnet Communications, LLC, with its principal offices at 545 Long Wharf Drive, 5th Floor, New Haven, Connecticut 06511 ("**Requesting Carrier**").

**WHEREAS**, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of June 26, 1998 (the "**Agreement**");

**WHEREAS**, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "**FCC Conditions**"), agreed to offer certain advanced services OSS discounts on terms and conditions described in the FCC Conditions; and

**WHEREAS**, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the advanced services OSS discounts as described in the FCC Conditions and incorporated by reference into this Amendment.

**WHEREAS**, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "**FCC Conditions**"), agreed to offer certain uniform rates for conditioning of xDSL loops on terms and conditions described in the FCC Conditions; and

**WHEREAS**, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the uniform interim rates for conditioning of xDSL loops as described in the FCC Conditions and incorporated by reference into this Amendment.

**WHEREAS**, Ameritech, in the Paragraph 32 of Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "**FCC Conditions**"), agreed to negotiate with interested CLECs a uniform change management process for implementation in the SBC/Ameritech Service Area; and

**WHEREAS**, Ameritech further agreed in the FCC Conditions to offer to include in its Interconnection Agreements with CLECs a commitment to follow the uniform change management process agreed upon with interested CLECs in such negotiations.

**WHEREAS**, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), agreed to implement an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Illinois Commerce Commission (the "Commission"); and

**WHEREAS**, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the ADR process, as described in the FCC Conditions and incorporated by reference into this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows.

## **1.0 DEFINED TERMS; DATES OF REFERENCE**

**1.1** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

**1.2** "Amendment Effective Date" shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act.

**1.3** For purposes of calculating the intervals set forth in the FCC Conditions:

(a) the Merger Closing Date is October 8, 1999.

## **2.0 AMENDMENTS TO THE AGREEMENT**

Subject to Section 3.0 below, on and after the Amendment Effective Date, the Agreement is amended as follows:

**2.1** Section 9.7 of the Agreement is amended by adding thereto the following new Sections:

**9.7.4 OSS Discounts.** Beginning thirty (30) days after the Merger Closing Date, Ameritech will, subject to Requesting Carrier's qualification and compliance with the provisions of Paragraph 18 of the FCC Conditions, provide Requesting Carrier access to unbundled 2-Wire ADSL-Compatible Loop(s), 2-Wire HDSL-Compatible Loop(s) and/or 4-Wire HDSL-Compatible Loop(s) described in Schedule 9.2.1 used to provide Advanced Services at the rates and on the terms and conditions set forth in Paragraph 18 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this

reference. If Requesting Carrier does not qualify for the OSS discounts set forth in Paragraph 18 of the FCC Conditions, Ameritech's provision and Requesting Carrier's payment for unbundled Local Loops shall continue to be governed by **Article IX**.

**9.7.5 Uniform Interim Rates for Conditioning xDSL Loops.**

Ameritech will provide Requesting Carrier conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in Paragraph 21 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

**2.2** **Article XIX** of the Agreement is amended by adding thereto new a Section as follows:

**19.19 FCC Conditions Certification.** In order to qualify for the OSS Discounts set forth in **Section 9.7.4**, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on **Schedule 19.1** as specifically required by Paragraph 18 of the FCC Conditions.

**2.3** New **Schedule 19.1** is hereby added to the Agreement in the form attached hereto as Attachment 1.

**2.4** **Section 28.4** of the Agreement is amended by adding the following at the end thereof:

In addition to the foregoing, upon Requesting Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Conditions, the terms and conditions of which are incorporated herein by this reference.

**2.5** **Article XXIX** is amended by adding the following new Section thereto:

**29.6 Effect of Conditions.** In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has

invoked substantially related conditions imposed on the merger under Illinois law.

**2.6** Article XXX is amended by renumbering Section 30.18 to Section 30.19 and adding the following new Section 30.18.

**30.18** Ameritech and Requesting Carrier shall follow the uniform change management process agreed upon with interested CLECs pursuant to Paragraph 32 of the FCC Conditions.

**2.7** Schedule 1.2 of the Agreement is amended by adding the following definitions in appropriate alphabetical order:

**“Advanced Services”** is as defined in Paragraph 2 of the FCC Conditions.

**“FCC Conditions”** means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

### **3.0 SUSPENSION OF CONDITIONS**

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions are overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in Section 2.0 of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply after the date of such termination or order or finding.

### **4.0 MISCELLANEOUS**

**4.1** The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.

**4.2** This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

**4.3** This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

**4.4** This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

DSLnet Communications, LLC

By: Wendy Bluemling  
Printed: Wendy Bluemling  
Title: Director-Regulatory Affairs

Ameritech Information Industry Services,  
a division of Ameritech Services, Inc., on  
behalf of and as agent for Ameritech  
Illinois.

By: Anne L. Zaczek  
Printed: Anne L. Zaczek  
Title: V P Finance

**Attachment 1**

**Schedule 19.1**

**FORM OF CERTIFICATE OF ELIGIBILITY  
FOR OSS DISCOUNTS**

[Insert Date]

**VIA FACSIMILE AND U.S. MAIL**

[Name and Address of Account Manager]

[Name and Address of Service Manager]

Dear \_\_\_\_\_:

This Certificate of Eligibility for OSS Discounts (the "Eligibility Certificate") is delivered to you pursuant to **Section 19.19** of the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of June 26, 1998 by and between our companies, as amended to the date hereof (the "Agreement"). Unless otherwise defined herein or the context otherwise requires, terms used herein shall have the meanings provided in the Agreement and the FCC Conditions.

[INCLUDE FOLLOWING CERTIFICATION (INITIAL OR ON A QUARTERLY BASIS)]

As a condition to receipt of the promotional provisions set forth in the Agreement, [REQUESTING CARRIER] hereby certifies to Ameritech that

1. Requesting Carrier intends on using the following requested unbundled Local Loops to provision Advanced Services:

[LIST]

2. The requested unbundled Loops that have obtained the OSS discounts are being used to provision Advanced Services.

In Witness Whereof, [REQUESTING CARRIER] has caused this Eligibility Certificate to be executed and delivered by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[REQUESTING CARRIER]

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

SHARED TRANSPORT AMENDMENT TO THE INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of November 30, 1999

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,  
a division of Ameritech Services, Inc.  
on behalf of Ameritech Illinois

and

DSLnet COMMUNICATIONS, LLC

CHIEF CLERK'S OFFICE

APR 5 1 37 PM '00

ILLINOIS  
COMMERCE COMMISSION

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**SHARED TRANSPORT AMENDMENT TO THE  
INTERCONNECTION AGREEMENT UNDER  
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Shared Transport Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of November 30, 1999 by and between Ameritech Information Industry services, a division of Ameritech Services, Inc., on behalf of and as an agent of Ameritech Illinois, with its principal offices at 350 North Orleans, Chicago, Illinois 60654 ("**Ameritech**") and DSLnet Communications, LLC, with its principal offices at 545 Long Wharf Drive, 5th Floor, New Haven, Connecticut 06511 ("**Requesting Carrier**").

**WHEREAS**, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of June 26, 1998 (the "**Agreement**");

**WHEREAS**, Ameritech in the conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "**FCC Conditions**") agreed to offer Interim Shared Transport on terms and conditions described in the FCC Conditions;

**WHEREAS**, the Parties are entering into this Amendment to incorporate into the Agreement Unbundled Local Switching with Interim Shared Transport ("**ULS-IST**"), as set forth in the FCC Conditions, and the FCC Conditions are incorporated by reference into this Amendment.

**WHEREAS**, the Agreement between the Parties does not contain provisions for ULS-IST and does not contain other provisions necessary to Ameritech's Offering of ULS-IST; and

**WHEREAS**, the Parties are entering into this Agreement to incorporate into the Agreement the necessary rates, terms and conditions that relate to Ameritech's offering of ULS-IST and other necessary terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows.

**1.0 DEFINED TERMS; SCOPE OF AMENDMENT**

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in **Schedule 1.0**.

1.2 The rates, terms and conditions of this Amendment apply only to the offering of unbundled Local Switching with Interim Shared Transport and do not apply to other services,

such as unbundled Network Elements, which Requesting Carrier may purchase from Ameritech under the Agreement.

1.3 In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions in this Agreement if Requesting Carrier has invoked substantially related conditions imposed on the merger under Illinois law.

1.4 Notwithstanding anything to the contrary in the Agreement, if the Merger Agreement is terminated, or the FCC Conditions are overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, any UNE, product or service provided under this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply to any UNE, product or service purchased by Requesting Carrier or provisioned by Ameritech after the date of such termination or order or finding.

## **2.0 ACCESS TO UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT**

### **2.1 Access to Network Elements.**

2.1.1 Ameritech shall provide Requesting Carrier access to an Ameritech Network Element described in this Amendment on an unbundled basis at any technically feasible point mutually agreed by the Parties in accordance with the terms and conditions of this **Article 2.0** and the requirements of the Act. Ameritech shall provide Requesting Carrier access to the unbundled Network Element identified in **Section 2.2**, along with all of such unbundled Network Element's features, functions, and capabilities in accordance with the terms and conditions of this Amendment and as required by the Act, in a manner that shall allow Requesting Carrier to provide any Telecommunications Service that can be offered by means of that Network Element: provided that the use of such Network Element is consistent with the Act and further provided that a Network Element provided in this Amendment can only be used in conjunction with ULS-IST.

2.1.2 Ameritech shall make available access to the Network Element described in this Amendment at the rates specified herein only where such Network Element, including facilities and software necessary to provide such Network Element, exists and is available, in each case as such Network Element is defined herein.

**2.2 Network Element.** At the request of Requesting Carrier, Ameritech shall provide Requesting Carrier access to the following Network Element on an unbundled basis:

2.2.1 Unbundled Local Switching with Interim Shared Transport (ULS-IST), as more fully described in **Schedule 2.2.1**.

### **2.3 Requesting Carrier's Combination of Network Elements.**

2.3.1 Ameritech shall provide Requesting Carrier access to ULS-IST via Collocation in a manner that shall allow Requesting Carrier to combine ULS-IST with other Network Elements to provide a Telecommunications Service.

2.3.2 Requesting Carrier, and not Ameritech, is responsible for performing the functions necessary to combine ULS-IST with any other unbundled Network Element, including an unbundled local loop, regardless of whether Requesting Carrier obtains the unbundled Network Element or unbundled local loop from Ameritech, itself or a third party. Requesting Carrier shall not combine unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to unbundled Network Elements or to Interconnect with Ameritech's network.

### **2.4 Nondiscriminatory Access to and Provision of Network Elements.**

2.4.1 The quality of an unbundled Network Element provided in this Amendment as well as the quality of the access to such unbundled Network Element that Ameritech provides to Requesting Carrier shall be the same for all Telecommunications Carriers requesting access to such Network Element.

2.4.2 The quality of a Network Element, as well as the quality of the access to such Network Element, that Ameritech provides to Requesting Carrier under this Amendment shall be equal in quality to that which Ameritech provides to itself, its subsidiaries, Affiliates and any other person, unless Ameritech proves to the Commission that it is not technically feasible to provide the Network Element requested by Requesting Carrier, or access to such Network Element, at a level of quality that is equal to that which Ameritech provides to itself.

2.4.3 Consistent with Requesting Carrier's forecasted volumes and subject to the terms and conditions of **Section 7.2**, Ameritech shall provide Requesting Carrier access to the Network Element described in this Amendment, including the time within which Ameritech provisions such access to Network Element, on terms and conditions no less favorable than the terms and conditions under which Ameritech provides such element to itself, its subsidiaries, Affiliates and any other person, except as may be provided by the Commission.

### **2.5 Provisioning of Network Elements.**

2.5.1 Ameritech shall provide Requesting Carrier, and Requesting Carrier shall access, the unbundled Network Element provided in this Amendment as set forth in **Schedule 2.5**.

2.5.2 Ameritech shall provide Requesting Carrier access to, and Requesting Carrier shall use, all available functionalities of Ameritech's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Element that Requesting Carrier purchases hereunder.

2.5.3 Prior to submitting an order for access to the Network Element provided in this Amendment which replaces, in whole or in part, a service offered by Ameritech or any other telecommunications provider for which Ameritech changes a primary Local Exchange Carrier, Requesting Carrier shall comply with the requirements of Section 3.1.

2.5.4 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party that is served, or is proposed to be served, by the unbundled Network Element provided in this Amendment, the Parties shall follow the procedures described in Section 3.2.

2.5.5 When Ameritech receives an order for access to the unbundled Network Element provided in this Amendment from Requesting Carrier for the provision of local exchange Telecommunications Services for Requesting Carrier's Customer, and that Customer is currently provided local exchange Telecommunications Services by another carrier ("**Carrier of Record**") Ameritech shall notify such Carrier of Record of such order in the same manner as described in Section 3.1. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all losses that may result from Ameritech acting under this Section 2.5.5.

**2.6 Pricing of Unbundled Network Elements.** Ameritech shall charge Requesting Carrier the non-recurring and monthly recurring rates for the unbundled Network Element provided in this Amendment (including the monthly recurring rates for this specific Network Element, service coordination fee, and Cross-Connect charges) as specified at Item V of the Pricing Schedule. If Requesting Carrier requests and Ameritech agrees to provide services in excess of or not otherwise contemplated by this Amendment, Requesting Carrier shall pay Ameritech for any additional charges to perform such services.

**2.7 Billing.** Ameritech shall bill Requesting Carrier for access to the unbundled Network Element provided hereunder pursuant to the requirements of the Agreement.

**2.8 Maintenance.**

2.8.1 Ameritech shall perform maintenance as set forth in Schedule 2.8.

2.8.2 If (i) Requesting Carrier reports to Ameritech a suspected failure of the Network Element provided in this Amendment, (ii) Ameritech dispatches a technician, and (iii-) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier

shall pay Ameritech a trip charge and time charges as set forth at **Item V of the Pricing Schedule**.

2.8.3 Requesting Carrier and its Customer shall provide employees and agents of Ameritech access to Ameritech facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, auditing, disconnecting, removing or otherwise servicing such facilities.

### **3.0 PRIMARY LOCAL EXCHANGE CARRIER SELECTION**

3.1 The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100, to the process for Customer selection of a primary local exchange carrier (“PLEC”). Ameritech shall not require a disconnect order from a Requesting Carrier Customer, or another LEC, in order to process a Requesting Carrier order for Service for a Requesting Carrier Customer. Ameritech shall advise Requesting Carrier whenever a Requesting Carrier Customer has selected another PLEC by giving notice to Requesting Carrier via the Provisioning EI within twenty-four (24) hours of the change being completed by Ameritech. Until the FCC or the Commission adopts final rules and procedures regarding a Customer’s selection of a PLEC, each Party shall deliver to the other Party a representation of authorization in the form set forth in **Schedule 3.1** that applies to all orders submitted by a Party under this Amendment that require a PLEC change. Such representation of authorization shall be delivered to the other Party prior to the first order submitted by a Party. Each Party shall retain on file all applicable Letters and Documentation of Authorization (each as defined in **Schedule 3.1**) relating to its Customer’s selection of such Party as its PLEC, which documentation shall be available for inspection by the other Party at its request during normal business hours.

3.2 If any dispute should occur concerning the selection of a PLEC by a Customer of a Party, the following procedures shall apply:

- (a) If a Customer of either Party or a customer of another carrier denies authorizing a change in his or her PLEC selection to a different LEC (“**Unauthorized Switching**”), Ameritech shall switch that Customer back to the authorized PLEC in accordance with the terms of **Schedule 3.2**. However, in the case of unauthorized changes of Requesting Carrier Customers to Ameritech, Ameritech shall also have the duties enumerated on **Schedule 3.2** and will pay to Requesting Carrier the Unauthorized Switching charge described in **Schedule 3.2**.
- (b) If Ameritech reports or otherwise provides information on unauthorized PLEC changes to the FCC, the Commission or any other governmental entity, Ameritech agrees to report on Requesting Carrier unauthorized PLEC changes separately from unauthorized presubscribed interexchange carrier (“**PIC**”) changes.

3.3 When Ameritech receives an order under this Amendment for Service from Requesting Carrier for Requesting Carrier's Customer, and Ameritech currently provides resale local exchange Telecommunications Service, ULS-IST or the Promotional UNE Platform to another carrier ("**Carrier of Record**") for the same Customer, Ameritech shall notify such Carrier of Record of such order in the same manner as described in **Section 3.1**. It shall then be the responsibility of the Carrier of Record and Requesting Carrier to resolve any issues related to that Customer. Requesting Carrier agrees to indemnify and hold Ameritech harmless against any and all Losses that may result from Ameritech acting under this **Section 3.3**.

#### **4.0 ANCILLARY SERVICES**

4.1 This **Section 4.0** applies to Ancillary Services Traffic which originates from Requesting Carrier's Customers via Ameritech's ULS-IST and which terminates to the applicable information services platform connected to Ameritech's network.

4.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

4.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech ULS-IST, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law.

4.4 Requesting Carrier may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in **Schedule 4.4**. If Requesting Carrier has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in **Schedule 4.4**, Ameritech may, in addition to exercising any other rights and remedies under the Agreement, block such traffic, to the extent permitted under Applicable Law.

#### **5.0 BONA FIDE REQUEST**

Any request by Requesting Carrier for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Amendment at the time of such request shall be made pursuant to the Bona Fide Request process set forth in **Schedule 5.0**.

#### **6.0 LAW ENFORCEMENT INTERFACES**

Interfaces with law enforcement agencies and other security matters shall be conducted as specified in **Schedule 6.0**.

## 7.0 FORECASTING REQUIREMENTS

7.1 Requesting Carrier shall provide forecasts of its ULS-IST requirements in sufficient detail to assure traffic completion to and from all Customers in their respective designated service areas.

7.2 Thirty (30) days after the Effective Date and each month during the term of this Amendment, Requesting Carrier shall provide Ameritech with a rolling, six (6) calendar-month, nonbinding forecast of its ULS-IST port volume requirements, in the form and in such detail as requested by Ameritech. If Requesting Carrier becomes aware of any information or fact that may render its previously submitted forecast inaccurate by more than five percent (5%), Requesting Carrier agrees to immediately notify Ameritech of such fact or information and provide to Ameritech a revised forecast that reflects such new fact or information and cures any inaccuracy in the previously submitted forecast within the earlier of (i) five (5) calendar days after Requesting Carrier becomes aware of such information or fact and (ii) ten (10) Business Days before Requesting Carrier submits any order to Ameritech as a result of such new information or fact. In addition, Requesting Carrier agrees to cooperate with Ameritech to ensure that any orders that are submitted as a result of any new information or fact are submitted and processed consistent with the terms and conditions of this Agreement. The Parties agree that each forecast provided under this Section 7.2 shall be deemed "**Proprietary Information**" under the Agreement.

7.3 In addition to, and not in lieu of, the nonbinding forecasts required by Section 7.2, Requesting Carrier may request that Ameritech accept a forecast (a "**Binding Forecast**") that commits the Requesting Carrier to purchase, and Ameritech to provide, a specified volume of ULS-IST ports to be utilized as set forth in such Binding Forecast. The Parties shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by the Parties. The Parties agree that each forecast provided under this Section 7.3 shall be deemed "**Proprietary Information**" under the Agreement.

## 8.0 TECHNICAL REFERENCES

Technical references that describe and/or define the practices, procedures and specifications for access to the Unbundled Network Element available under this Amendment (and the applicable interfaces relating thereto) are listed in Schedule 8.0 (the "**Technical Reference Schedule**").

## 9.0 MISCELLANEOUS

9.1 The Agreement, as amended hereby, shall remain in full force and effect, subject to the terms and conditions of paragraph 55 of the FCC conditions. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other

documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.

9.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

9.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

9.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

9.5 The Parties acknowledge that in no event shall any rates, terms, and conditions set forth in this Amendment apply to any products or services purchased by Requesting Carrier prior to the date this Amendment is filed with the Commission for approval under Section 252(e) of the Act.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

DSLnet Communications, LLC

Ameritech Information Industry Services, a  
division of Ameritech Services, Inc., on  
behalf of and as agent for Ameritech  
Illinois.

By: Wendy Blumling  
Printed: Wendy Blumling  
Title: Director-Regulatory Affairs

By: Anne L. Dacreik  
Printed: Anne L. Dacreik  
Title: VP Finance

## SCHEDULE 1.0

### DEFINITIONS

**“Act”** means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

**“As Defined in the Act”** means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**“As Described in the Act”** means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

**“Amendment Effective Date”** shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act.

**“Ancillary Services”** or **Ancillary Services Traffic** includes Information Services Traffic, abbreviated dialing, 555 services, 976 services, and calling Party Pays (cellular and paging) services.

**“Automatic Location Identification”** or **“ALI”** means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

**“BLV/BLVI Traffic”** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

**“Central Office Switch”** means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

**“Centrex”** means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

**“CLASS Features”** means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

**“Collocation”** is As Described in the Act.

**“Commission”** means the [state].

**“Cross-Connect”** or **“Cross Connection”** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities (i.e., frame) of the other Party which provides such Collocation.

**“Customer”** means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

**“Data Management System”** or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

**“Emergency Services”** mean police, fire, ambulance, rescue and medical services.

**“Exchange Message Record”** or **“EMR”** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR Format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

**“FCC”** means the Federal Communications Commission.

**“FCC Conditions”** means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

**“Listing Update(s)”** means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses.

delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

**"Network Element"** is As Defined in the Act.

**"Primary Listing"** means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

**"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

**"Publisher"** means Ameritech's White Pages Directories publisher.

**"Selective Routing" or "SR"** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

**"Service Agency"** means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

**"Telecommunications Assistance Program"** means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

**"White Pages Directories"** means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

## **SCHEDULE 2.2.1**

### **UNBUNDLED LOCAL SWITCHING WITH INTERIM SHARED TRANSPORT (ULS-IST)**

**1.0** Ameritech shall provide to Telecommunications Carriers subscribing to Unbundled Local Switching as set forth in this Amendment, subject to state approval, the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12 FCC Red 12460 ((1997)), on an interim basis, as described in Paragraph 55 of the FCC Conditions, the terms and conditions of which are incorporated herein by reference (hereinafter referred to as "ULS-IST"). ULS-IST shall be available until the earlier of (i) implementation of the shared transport arrangements described in Paragraph 56 of the FCC Conditions, or (ii) such time, if any, that the FCC enters a final and non-appealable order finding that either local switching or transport is not an unbundled Network Element nationally or in the relevant geographic area.

#### **2.0 The Unbundled Local Switching Capability of ULS-IST.**

**2.1** The Unbundled Local Switching ("ULS") capability of ULS-IST is defined as:

- (1) line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
- (2) trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
- (3) all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
  - (a) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Ameritech's Customers, such as a telephone number, white page listing, and dial tone;
  - (b) access to OS/DA and 9-1-1; and
  - (c) all other features that the switch provides, including custom calling, CLASS features and Centrex.

ULS may be subscribed to on a per port basis. Each Centrex port must be associated with a Centrex Common Block.

When ULS is provided by an Ameritech switch, Requesting Carrier will receive Customer Usage Data and billing information in accordance with the requirements of **Section 2.5** of this **Schedule 2.2.1**.

## 2.2 911 Access

2.2.1 The 911 Access available with ULS-IST shall be limited to Requesting Carrier Customer service addresses which are located within the Ameritech exchange in which the unbundled local switch port providing service to that Customer is located. Ameritech shall not be required to route 911 calls to PSAPs which are not directly connected to the switch from which the ULS-IST port is provided.

2.2.2 Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file ("**ARF**") that provides the information required for Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at **Item I of the Pricing Schedule** will apply per request.

2.2.3 Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification ("**ALI**") database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:

- (1) Requesting Carrier to supply an electronic version of Customer telephone numbers, service addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 2.2.4** below;
- (2) Notification of error(s) involving entry and update activity;
- (3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer's access line; and
- (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Requesting Carrier is unable to initially provide Ameritech electronic updates to the Ameritech 9-1-1 ALI database as provided in **subsection (1)** above, the Parties shall negotiate the date by which Requesting Carrier shall establish such electronic functionality and the rates, terms and conditions under which Ameritech would update such database from paper records prior to the date Requesting Carrier is able to furnish such updates electronically to Ameritech.

2.2.4 Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

2.2.5 Requesting Carrier shall pay Ameritech the rates set forth at **Item I of the Pricing Schedule** for the 911 functions listed therein.

2.2.6 Requesting Carrier shall timely provide to Ameritech all information required by Ameritech to appropriately plan, design and implement ordered 9-1-1 Service. Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.

2.2.7 Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.

2.2.8 Each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

2.2.9 Additional Limitations of Liability Applicable to 9-1-1 Service.

- (a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- (b) Ameritech shall not be responsible for errors that appear in Ameritech's 9-1-1 databases and with respect to such errors, Requesting Carrier shall indemnify and hold Ameritech harmless from any and all Losses incurred on account thereof by third parties (including Requesting Carrier's Customers or employees). In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

2.3 Access to Directory Listings

2.3.1 Directory Listings For Requesting Carrier Customers Served by Ameritech ULS-IST. Ameritech shall cause the Publisher to include Primary Listings of Requesting Carrier's Customers served through Ameritech ULS-IST ("**Requesting Carrier Directory Customers**") in Publisher's White Pages Directories under the following terms and conditions:

(a) Publisher will publish Requesting Carrier Directory Customer's primary white page listing at no charge provided that the Requesting Carrier's Customer's listing NPA/NXX and service address falls within an identifiable Ameritech exchange.

(b) Listings of such Requesting Carrier Directory Customers will be interfiled with listings of Customers of Ameritech and other LECs serving the same geographic area where such listings are included within a directory.

(c) Ameritech or its Publisher must receive all Primary Listings of Requesting Carrier Directory Customers prior to the service order close date for the directory in which those listings are to appear.

(d) Publisher may include in other directories published by Publisher or its Affiliate, at no charge, Primary Listings of Requesting Carrier Directory Customers that are provided to Ameritech or its Publisher.

(e) Nothing in this Agreement shall restrict Ameritech or its Publisher's authority as publisher of the directories from altering the geographic scope, directory life, headings, content or format of the directories.

2.3.2 Listing and Listing Updates. Requesting Carrier will provide Requesting Carrier Directory Customer Listings and Listing Updates to Ameritech or its Publisher on a nonexclusive basis as follows:

(a) Requesting Carrier shall provide its Requesting Carrier Directory Customer Listings to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Requesting Carrier acknowledges that Ameritech or its Publisher may impose a charge for changes to Requesting Carrier Directory Customer Listings previously provided by Requesting Carrier to Ameritech or its Publisher.

(b) Within one (1) Business Day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of a Requesting Carrier Directory Customer, Requesting Carrier shall provide Listing Updates to Ameritech or its Publisher in a form and format acceptable to Ameritech or its Publisher. Listing Updates on Requesting Carrier Directory Customers are to be provided to Ameritech.

(c) Publisher or Ameritech may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of Requesting Carrier; provided, however, that Publisher or Ameritech will not:

- (1) disclose nonlisted name and address information to any third person, except as may be necessary to undertake delivery of directories, or to perform other services contemplated under this Agreement;
- (2) disclose to any third person the identity of a Customer's or ULS-IST Customer's LEC;
- (3) sell or license such Customer listing information sorted by carrier; or
- (4) disclose listing information for individual cases where Requesting Carrier has notified Ameritech not to include listing for third party publication.

#### 2.4 Access to Operator Services and Directory Assistance

2.4.1 Ameritech shall provide Requesting Carrier access to Ameritech's Operator Service and Directory Assistance facilities as part of ULS-IST at the Ameritech Central Office where that element exists.

2.4.2 Ameritech shall provide Operator Services ("OS") and Directory Assistance ("DA") to Requesting Carrier in conjunction with Telephone Exchange Service provided to Requesting Carrier as a purchaser of ULS-IST. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to Requesting Carrier and will be updated as such DA services are provided in additional NPA/Exchange Areas.

2.4.3 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

2.4.4 Access to DA and OS of Ameritech provided hereunder will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other Customers of its DA and OS services.

2.4.5 Requesting Carrier will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers,

rate information (such as mileage bands and operator surcharge information), and originating screening information.

2.4.6 Requesting carrier shall pay Ameritech the rates set forth at **Item V of the Pricing Schedule** for the OS/DA functions listed therein.

## 2.5 Exchange of Billing Information

2.5.1 Ameritech shall provide Requesting Carrier a specific Daily Usage File ("**DUF**") for ULS-IST provided hereunder ("**Customer Usage Data**"). Such Customer Usage Data shall be recorded by Ameritech in accordance with the Ameritech Electronic Billing System ("**AEBS**") and EMR. The DUF shall include (i) specific daily usage, including both Local Traffic and IntraLATA Toll Traffic, in EMR format (if and where applicable) for each ULS-IST port to the extent that it is provided to Ameritech's Customers on a usage sensitive basis and (ii) sufficient detail to enable Requesting Carrier to bill its Customers for services provided by Ameritech. Ameritech will provide to Requesting Carrier specifications in sufficient detail to enable Requesting Carrier to develop an interface to exchange Customer Usage Data with Ameritech. Procedures and processes for implementing the interface will be included in an implementation plan. Except as provided in **Section 2.5.4**, below, no other detailed billing shall be provided by Ameritech to Requesting Carrier.

2.5.2 Interexchange call detail on ULS-IST that is forwarded to Ameritech for billing, which would otherwise be processed by Ameritech for its retail Customers, will be returned to the IXC and will not be passed through to Requesting Carrier. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a ULS-IST account. Billing for Information Services and other ancillary services traffic on ULS-IST ports will be passed through when Ameritech records the message.

2.5.3 Ancillary Services Traffic originated on or billed to a ULS-IST port shall be subject to the separate rates, terms and conditions contained in this Amendment.

2.5.4 Requesting Carrier shall be responsible for providing all billing information to its Customers who purchase services from Requesting Carrier.

2.5.5 Ameritech shall recognize Requesting Carrier as the Customer of Record for all ULS-IST and will send all notices, bills and other pertinent information directly to Requesting Carrier. The bill will include sufficient data to enable Requesting Carrier to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

## 3.0 The Interim Shared Transport Capability of ULS-IST

3.1 Interim Shared Transport capability of ULS-IST refers to all transmission facilities connecting Ameritech's switches which can be shared by more than one LEC,

including Ameritech. These facilities include those between Ameritech's End Office Switches, between Ameritech's End Office Switch and Ameritech's Tandem Office Switch, and between Ameritech's Tandem Office Switches.

3.2 Ameritech will not require use of dedicated transport or customized routing to complete calls using ULS-IST. Ameritech will make available a modified version of transiting that does not require a dedicated end office integration ("EOI") transit trunk.

3.3 To allow Requesting Carriers, who subscribe to ULS-IST, to originate and complete traffic through Ameritech's network to non-Ameritech switches, Ameritech provides a transit function ("**Interim Shared Transport-Transit**"). The Interim Shared Transport-Transit function provided herein will permit Requesting Carrier subscribing to Ameritech's ULS-IST to use shared facilities and not dedicated transport between Ameritech's Central Offices and other carrier's switches providing local, wireless, or interexchange services.

3.4 Therefore, all Requesting Carrier's traffic between Ameritech switches will utilize Interim Shared Transport and all Requesting Carrier's traffic to non-Ameritech switches will utilize the transit function of Interim Shared Transport.

3.5 The Interim Shared Transport rate will be a blend of Interim Shared Transport and Interim Shared Transport-Transit. Ameritech reserves the right to establish separate rates for interim Shared Transport and Interim Shared Transport-Transit.

3.6 Access to Interim Shared Transport will be provided only though ULS-IST subscribed to by the Requesting Carrier and dedicated to the Requesting Carrier's Customers.

3.7 To provide access to ULS-IST, Ameritech will utilize its existing routing tables contained in Ameritech switches when Requesting Carrier subscribes to ULS-IST in this Schedule.

3.8 If a Requesting Carrier elects to use ULS-IST, then custom routing will not be provided. A Requesting Carrier cannot mix the use of ULS-IST and custom routing within an Ameritech End Office Switch for local and intraLATA toll traffic. The only exception is when a Requesting Carrier, subscribing to ULS-IST, chooses to custom route its operator services and/or directory assistance calls to dedicated transport bound for its OS/DA provider (including Ameritech's telecommunications carrier branded OS/DA Service).

#### **4.0 ULS-IST Rating**

4.1 Ameritech will charge Requesting Carrier ULS rates as set forth in the ULS-IST section of **Item V of the Pricing Schedule**.

4.2 Ameritech will also charge a Requesting Carrier using Ameritech's ULS-IST a usage-sensitive shared transport rate. The Interim Shared Transport rate is based upon a blend of

direct and tandem-routed traffic and either local switch usage at the terminating Ameritech end office or transiting and applicable termination charges for traffic to a non-Ameritech end office. Ameritech will not charge a Telecommunications Carrier using Ameritech's local switching for usage at the terminating switch to which the Telecommunications Carrier's traffic is delivered by shared transport facilities. Ameritech will not create message records for terminating usage under the FCC Conditions.

4.2.1 All local and intraLATA traffic is billed from the originating record.

4.2.2 Because the originating Telecommunications Carrier is billed for terminating switching, compensation to the terminating carrier is not necessary.

4.3 Rating for the Interim Shared Transport capability of ULS-IST will occur in the following manner:

4.3.1 The Interim Shared Transport usage rate will apply to all ULS minutes of use.

4.3.2 The Interim Shared Transport usage rate has been reduced to account for intraswitch traffic that does not use Interim Shared Transport.

4.3.3 The Interim Shared Transport usage rate will apply in addition to the ULS usage charge.

4.3.4 The Interim Shared Transport usage rate is based on average transport utilized and average termination costs based on a blend of the following traffic:

- a. Direct routed traffic terminating to an Ameritech end office.
- b. Tandem routed traffic terminating to an Ameritech end office.
- c. Direct routed traffic terminating to a non-Ameritech end office.
- d. Tandem routed traffic terminating to a non-Ameritech end office.

4.4 The Interim Shared Transport usage charge per minute of use is set forth in the ULS-IST section of **Item V of the Pricing Schedule**.

## **5.0 Access Charge Settlement Methodology**

5.1 Where a Customer served by the Requesting Carrier using Ameritech's ULS-IST makes or receives intraLATA or interLATA traffic carried by an interexchange carrier ("IXC"), Ameritech will collect its relevant access charges from the interexchange carrier. Based upon originating and terminating usage factors, Ameritech will then make payment to (or receive payment from) the Requesting Carrier based on the difference between the access charges and

the applicable charges for the Network Elements used by the Requesting Carrier to provide the access service.

5.2 A factoring approach will be used to reimburse the Requesting Carrier for access usage (originating and terminating). Factoring occurs in the following manner:

- 5.2.1 The statewide aggregate average quantity of both originating and terminating exchange access minutes of use ("MOU") was determined for a ULS-IST Line Port.
- 5.2.2 These MOUs were then multiplied by Ameritech's average access rates to generate a credit for access per ULS-IST Line Port.
- 5.2.3 The average originating MOUs were then multiplied by the ULS and Interim Shared Transport usage rates and the terminating MOUs were multiplied by the Interim Shared Transport usage rate. These were totaled to create a debit for use of Ameritech's network.
- 5.2.4 The difference between the access credit and the ULS Interim Shared Transport debit will be applied to Requesting Carrier's ULS-IST billing. The adjustment will be made per ULS-IST Line Port on a monthly basis.

5.3 The ULS-IST access credit is set forth in the ULS-IST section of **Item V of the Pricing Schedule**.

## **6.0 Retroactive True-Up**

6.1 Upon issuance of a final and non-appealable Order by the Commission that modifies: 1) the Interim Shared Transport MOU rate set forth in the ULS-IST section of **Item V of the Pricing Schedule**; and/or 2) the access charge settlement methodology set forth in the ULS-IST section of **Item V of the Pricing Schedule**, the Parties agree to substitute such modified rate or methodology on a prospective basis. In addition, the Parties shall retroactively "true-up" the amounts the Parties have previously paid and/or received such that each Party receives and/or pays the same level of compensation it would have received and/or paid had the Commission's final and non-appealable order originally applied in lieu of the MOU rate and/or methodology set forth above.

6.2 Ameritech will not be required to provide the retroactive true-up for any period prior to the Amendment Effective Date.

## SCHEDULE 2.5

### PROVISIONING OF NETWORK ELEMENTS

#### 1.0 General Provisioning Requirements.

- 1.1 Requesting Carrier may order, from Ameritech, multiple individual Network Elements under this Amendment on a single order without the need to have Requesting Carrier send an order for each such Network Element if such Network Elements are for (i) the same element, (ii) a single type of service (i.e., same NC/NCI code), (iii) a single location, and (iv) the same account and Requesting Carrier provides on the order the same detail as required when such Network Elements are ordered individually.
- 1.2 Ameritech shall provide provisioning services to Requesting Carrier Monday through Friday from 8:00 a.m. to 5:00 p.m. CST. Requesting Carrier may request Ameritech to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If Requesting Carrier requests that Ameritech perform provisioning services at times or on days other than as required in the preceding sentence, Ameritech shall quote, within three (3) Business Days of Requesting Carrier's request, a cost-based rate for such services. If Requesting Carrier accepts Ameritech's quote, Ameritech shall perform such provisioning services.
- 1.3 Ameritech shall provide a Single Point of Contact ("**SPOC**") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of an unbundled Network Element available under this Amendment. The SPOCs shall provide an electronic interface 5:30 a.m. to 10:30 p.m., CST. Monday through Friday and 5:30 a.m. to 6:00 p.m., CST on Saturdays. Each SPOC shall also provide to Requesting Carrier a telephone number (operational from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of such an unbundled Network Element.
- 1.4 Ameritech shall provide to Requesting Carrier a single point of contact (the "**Unbundling Ordering Center**") for ordering an unbundled Network Element available under this Amendment. A telephone number will be provided from 7:00 a.m. to 5:00 p.m. CST, Monday through Friday. This Unbundling Ordering Center is responsible for order acceptance, order issuance, and return of the Firm Order Confirmation ("**FOC**") to Requesting Carrier as specified in this **Schedule 2.5**.

In addition, Ameritech shall provide to Requesting Carrier a single point of contact (the "**Network Element Control Center**" or "**NECC**") for all provisioning, maintenance and repair.

- 1.5 Ameritech will recognize Requesting Carrier as the Customer of Record of all Network Elements ordered by Requesting Carrier under this Amendment and will send all notices, invoices and pertinent Customer information directly to Requesting Carrier.
- 1.6 Requesting Carrier shall request an unbundled Network Element available in this Amendment by delivering to Ameritech a valid electronic transmittal service order using the Provisioning EI described in **Section 3.0** of this **Schedule 2.5**. For those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier with a FOC for each order within forty-eight (48) hours of Ameritech's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC shall contain the order number(s), circuit identifications, physical Interconnection, quantity, and Ameritech confirmation date for order completion, subject to facility and assignment availability (the "**Confirmation Due Date**"), which Confirmation Due Date shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time.
- 1.7 Upon work completion, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech will provide Requesting Carrier electronically with a completed order confirmation per order that states when that order was completed.
- 1.8 As soon as identified, for those orders submitted by Requesting Carrier through the Provisioning EI, Ameritech shall provide notification electronically of Requesting Carrier orders that are incomplete or incorrect and therefore cannot be processed.
- 1.9 If Requesting Carrier is electronically bonded, as soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Confirmation Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for an unbundled Network Element ordered under this Amendment. Ameritech shall indicate its new Confirmation Due Date as soon as such date is available.
- 1.10 Upon request, Ameritech shall provide (once) to Requesting Carrier:
- (a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;
  - (b) a listing by street address detail, of the service coverage area of each switch CLLI;

- (c) a listing of all technically available functionalities for a Network Element available under this Amendment; and
  - (d) advanced information on the details and requirement for planning and implementation of NPA splits.
- 1.11 Promptly after the Amendment Effective Date, at Requesting Carrier's request, Ameritech shall provide Requesting Carrier an initial electronic copy of the following information:
- (a) Street address verification;
  - (b) Switch identification by service address; and
  - (c) Switch feature verification.

Electronic updates to such information shall be provided monthly to Requesting Carrier as changes are made to such information.

- 1.12 For orders of a Network Element under this Amendment that require coordination among Ameritech, Requesting Carrier and Requesting Carrier's Customer, Requesting Carrier shall be responsible for any necessary coordination with the Requesting Carrier Customer.
- 1.13 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.
- 1.14 Ameritech's obligation to process Requesting Carrier's Non-Electronic Orders for an unbundled Network Element ordered under this Amendment, and the rates, terms and conditions applicable to such orders, shall be as described in Section 3.2 of this Schedule 2.5

## **2.0 The Unbundled Local Switching Capability of ULS-IST**

### **2.1 Access to the Unbundled Local Switching capability of ULS-IST.**

2.1.1 Requesting Carrier shall access Ameritech's ULS-IST via Collocation at the Ameritech Central Office where that element exists and each line-side and/or trunk-

side port will be delivered to Requesting Carrier's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide Requesting Carrier access to its ULS-IST at each of Ameritech's Central Offices and will provide Requesting Carrier all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

2.1.3 ULS-IST also provides access to additional features and capabilities that the switch has available for activation. Requesting Carrier has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic ULS-IST include:

- (a) vertical features;
- (b) Custom Calling, Custom Local Area Signaling Service features ("CLASS") features; and
- (c) Centrex features.

2.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon Requesting Carrier's Bona Fide Request. Requesting Carrier will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

## 2.2 Provisioning of the Unbundled Local Switching Capability of ULS-IST.

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to ULS-IST:

2.2.1 Requesting Carrier shall request ULS-IST from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "**Service Order**") using the Provisioning EI as described in **Section 3.0** of this **Schedule 2.5**. In addition, pre-ordering functions are supported via electronic data interchange ("**EDI**") format as utilized for Resale Services. Within forty eight (48) hours of Ameritech's receipt of a Service Order, Ameritech shall provide Requesting Carrier the FOC that sets forth the Confirmation Due Date by which the ULS-IST ports covered by such Service Order will be installed.

2.2.2 Ameritech and Requesting Carrier shall coordinate to designate, at least forty-eight hours prior to the Confirmation Due Date, a scheduled conversion date and time (the "**Scheduled Conversion Time**") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "**Conversion Window**").

2.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "**New Conversion Time**"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If Requesting Carrier requests the New Conversion Time, Requesting Carrier shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of ULS-IST at the Requesting Carrier Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

2.2.5 When ordering ULS-IST, Requesting Carrier may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line basis.

2.2.6 Unless otherwise directed by Requesting Carrier and to the extent technically feasible when Requesting Carrier orders ULS-IST, all telephone numbers currently associated with that line port shall be retained without loss of feature capability.

2.2.7 ULS-IST shall provide to Requesting Carrier equivalent functionality of blocking calls (e.g., 900, 976, Ancillary Services Traffic and international calls) as provided to Ameritech's retail Customers. When ordering, Requesting Carrier shall elect whether it wants Ameritech to (i) reject or (ii) provision the PIC only change when Ameritech is notified through the Customer Access Record Exchange ("**CARE**") system that a Requesting Carrier Customer has changed its PIC from one IXC to another IXC.

2.2.8 Except as otherwise provided herein, Ameritech shall provision ULS-IST in accordance with the time frames set forth below in the FCC Conditions. The remedies set forth in the FCC Conditions shall be the exclusive remedies for Ameritech's failure (if any) to meet the requirements of this Section 2.2.8. No other remedy shall be available to Requesting Carrier .

### **3.0 Provisioning EI**

3.1 Provisioning EI for Pre-Ordering, Ordering and Provisioning. Ameritech shall provide access to, and Requesting Carrier shall use, the electronic interface described in Ameritech's Electronic Service Ordering Guide (the "**Provisioning EI**") for the transfer and receipt of data necessary to perform each of the pre-ordering, ordering and provisioning functions associated with Requesting Carrier's order of an unbundled Network Element available under this Amendment. The Provisioning EI will be administered through a gateway that will serve as a single point of contact for the transmission of such data and will provide the functionality described in Section 3.6 of this Schedule 2.5.

3.2 Non-Electronic Orders. On or before the Service Start Date, Requesting Carrier shall establish the Provisioning EI so that it may submit all orders for an unbundled Network Element available under this Amendment to Ameritech through such Provisioning EI. Ameritech shall have no obligation to accept or provision any Requesting Carrier Service Order that is not submitted through the Provisioning EI (a "**Non-Electronic Order**") except if Requesting Carrier is unable to submit a Service Order through the Provisioning EI and such inability is caused (i) solely by Ameritech's equipment and facilities (e.g., a functional limitation or malfunction) or (ii) by the temporary interruption or malfunction of Requesting Carrier systems or interfaces that precludes Requesting Carrier from using the Provisioning EI. If Requesting Carrier submits a Non-Electronic Order for the reasons set forth in clause (ii) above, the Parties agree that each Non-Electronic Order shall be (1) subject to additional non-recurring charges, as set forth in the Pricing Schedule, that compensate Ameritech for its costs in accordance with Section 252(d) of the Act to receive, process, provision and perform maintenance and repair for such Non-Electronic Orders, (2) processed and provisioned on a first-in, first-out basis with respect to all Non-Electronic Orders received by Ameritech and (3) subject to a limit of fifty (50) orders per day (Region-Wide and in the aggregate for all Non-Electronic Orders submitted hereunder, whether for Resale Services, access to unbundled Network Elements or LNP or any combination thereof). If Requesting Carrier intends to submit a Non-Electronic Order for the reasons set forth in clause (ii) above, Requesting Carrier shall provide written (via facsimile) and telephonic notice to its Ameritech account and service managers as soon as possible but prior to submitting such orders and shall provide in its notice (x) the reason Requesting Carrier is submitting such Non-Electronic Orders in lieu of using the Provisioning EI, (y) the time period for which Requesting Carrier will submit Non-Electronic Orders and (z) a good faith estimate of the number of Non-Electronic Orders to be submitted during such time period. Requesting Carrier agrees to use its best efforts to resume submitting Service Orders via the Provisioning EI as soon as possible but in any event within ten (10) Business Days after such interruption or malfunction. Ameritech shall have no obligation to accept or process Non-Electronic Orders after such ten (10) Business Day period.

3.3 Pre-Ordering Functions. Requesting Carrier shall also use the Provisioning EI to access all of the other Operations Support Systems functions that are available through such Provisioning EI and which are described on Section 3.6 of this Schedule 2.5 and/or made available to Requesting Carrier after the Amendment Effective Date.

3.4 Service Ordering and Provisioning. Service Orders will be placed by Requesting Carrier and provisioned by Ameritech in accordance with the procedures described in this Amendment. Any Service Order activity resulting in PLEC changes will comply with the requirements of 47 C.F.R. § 64.1100 and **Section 3.1** of this Amendment.

3.5 Status Reports. After receipt and acceptance of a Service Order, Ameritech shall provide Requesting Carrier with service status notices on an exception basis.

3.6 Service Ordering and Provisioning Interface Functionality

3.6.1 The Provisioning EI will provide Requesting Carrier with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
  - Billing telephone number/name/address
  - Service Location Address
  - Working telephone number(s) on the account
  - Existing service and features
  - Blocking
  - CLASS Features
  - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
  - Special Exemption Status indicator
  - Directory Listing Information
  - Information necessary to identify the intraLATA toll provider and interLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the Requesting Carrier Customer order for all desired features and services;
- d) Assign a telephone number (if the Requesting Carrier Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;

- i) Order local intraLATA toll service and enter Requesting Carrier Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to a Requesting Carrier Customer.

3.6.2 Ameritech will support the transaction types described in Ameritech's Electronic Service Ordering Guide.

3.6.3 Ameritech will expedite Requesting Carrier's orders on the same basis as it expedites orders for its retail Customers. If Ameritech will be unable to meet a Requesting Carrier expedite request, Ameritech will notify Requesting Carrier. If Requesting Carrier's request for an expedite requires Ameritech to perform work in addition to that when it expedites an order for its retail Customers, Requesting Carrier shall compensate Ameritech to perform such work at rates determined in accordance with Section 252(d) of the Act.

## **Schedule 2.8**

### **MAINTENANCE PROCEDURES**

1.0 Ameritech shall provide repair, maintenance, and testing for services provided under this Amendment in accordance with the terms and conditions of this **Schedule 2.8**.

2.0 Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from Requesting Carrier shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is a Requesting Carrier Customer or an Ameritech Customer.

3.0 Ameritech shall provide Requesting Carrier with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for services provided to Requesting Carrier under this Amendment that it currently provides for the maintenance of its own network. Ameritech shall provide Requesting Carrier notice of any scheduled maintenance activity which may impact Requesting Carrier's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other carriers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.

4.0 Ameritech shall provide notice of non-scheduled maintenance activity that may impact Requesting Carrier Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise Requesting Carrier promptly of any such actions it takes.

5.0 Requesting Carrier shall establish the Maintenance EI and shall submit all trouble tickets via the Maintenance EI. If service is provided to Requesting Carrier Customers before the Maintenance EI is established between Requesting Carrier and Ameritech, or if the Maintenance EI is subject to temporary interruption, Requesting Carrier will transmit repair calls to Ameritech repair bureau by telephone and agrees to reimburse Ameritech for Ameritech's costs to process such repair calls.

6.0 Ameritech repair bureau, including the Maintenance EI to be established, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide Requesting Carrier a twenty-four (24) hour advanced notification of such out-of-service conditions.

7.0 Ameritech shall provide progress reports and status-of-repair efforts to Requesting Carrier via the Maintenance EI. Ameritech shall inform Requesting Carrier of restoration of service after an outage has occurred.

8.0 An implementation plan will establish a process for disaster recovery that addresses the following:

8.1 Events affecting Ameritech's network, work centers and Operational Support Systems functions;

8.2 Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

8.3 Procedures for notifying Requesting Carrier of problems, initiating restoration plans and advising Requesting Carrier of the status of resolution;

8.4 Definition of a disaster; and

8.5 Equal priority, as between Requesting Carrier Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, deployment of repair personnel, and access to spare parts and components.

9.0 If (i) Requesting Carrier reports to Ameritech a trouble report, (ii) Ameritech dispatches a technician, and (iii) such trouble was not caused by Ameritech's facilities or equipment, then Requesting Carrier shall pay Ameritech a trip charge per trouble dispatch and time charges per quarter hour, as set forth in **Item V of the Pricing Schedule**.